

CONTRACT AWARD

Date of Award: February 24, 2014

Contract ID: 0000000000000000000038981
EVT0002761

Procurement Officer: Linda Gronquist
Telephone: 785-296-2375
E-Mail Address: linda.gronquist@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Educational Services - Juvenile

Agency/Business Unit: 52100 Kansas Department of Corrections

Period of Contract: July 1, 2014 through June 30, 2016
with three (3) additional optional one-year renewal periods)

Contractor: SMOKY HILL/CENTRAL KANSAS EDUCATION SERVICE CENTER
605 E. CRAWFORD
SALINA, KS 67401
Vendor ID: 0000055436

E-Mail: lpatrik@smokyhill.org
Local Telephone: 785-825-9185
Fax: 785-825-9195
FEIN: 48-1086152
Contact Person: Larry Patrick

Payment Terms: Net 30

Political Subdivisions: Pricing is not available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on December 18, 2013, in response to Bid Event Number EVT0002671.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- Bid Event EVT0002761 documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

**MEMORANDUM OF AGREEMENT BETWEEN THE KANSAS JUVENILE
CORRECTIONAL COMPLEX (KJCC) AND
SMOKY HILL EDUCATIONAL SERVICE CENTER (SMOKY HILL)
RFP NUMBER EVT0002761**

This Memorandum of Agreement (Agreement) is made by and between the Kansas Juvenile Correctional Facility, hereinafter referred to as KJCC, and Smoky Hill Educational Service Center, hereinafter referred to as SMOKY HILL, for educational, vocational and job readiness services as outlined in this agreement.

WHEREAS the KJCC is actively engaged in recidivism reduction, by delivering evidence-based programs, interventions and services, including education, vocational training and job readiness services;

WHEREAS SMOKY HILL has experience and expertise in delivering education, vocational training and job readiness services to juvenile offenders in a correctional facility setting; and has staff with proper certification and training to deliver such services;

NOW THEREFORE the parties agree to the following:

1. In consideration for the services provided by SMOKY HILL, total compensation for the period of twelve (12) months beginning July 1, 2014 and ending June 30, 2015 shall not exceed \$1,589,162 from State General Funds as appropriated from the Legislature plus any federal funds that may be allocated to the KJCC by the Kansas Department of Education. Total compensation for the period of twelve (12) months beginning July 1, 2015 and ending June 30, 2016 shall not exceed \$1,622,490 from State General Funds as appropriated from the Legislature plus any federal funds that may be allocated to the KJCC by the Kansas Department of Education. This reimbursement shall be made as set forth in Attachment A,

which is attached hereto and incorporated in the Agreement by this reference and made a part hereof. SMOKY HILL shall not bill the KJCC in excess of its actual expenses (direct and indirect). SMOKY HILL agrees to furnish documentation of expenditures incurred according to processes outlined in Attachment A. If SMOKY HILL fails to comply with the terms and conditions of this Agreement, the KJCC shall withhold payment until such conditions are met.

2. SMOKY HILL will provide the education, vocational training and job readiness services set out in Attachment B. To the extent that is within SMOKY HILL's control, SMOKY HILL will enroll the target number of offenders at a minimum, and reach the target percentage of successful completions at a minimum, that are reflected in Attachment B.
3. To support delivery of these services, SMOKY HILL agrees to:
 - a. Participate in facility management meetings, as needed, with KJCC designated staff, to address progress, barriers, solutions, and other issues related to policies, practices and procedures that impact the delivery of the services under this Agreement. This shall include, but is not limited to, facility executive staff meetings.
 - b. Participate in multi-disciplinary staffing of individual cases in the facilities, as needed, to address barriers to individual juvenile offenders successfully completing the services under this Agreement.
 - c. Have all SMOKY HILL staff delivering services under this Agreement enroll in and complete Effective Communication and Motivational Strategies (ECMS) training and use the information learned to enhance ongoing contact

with offenders by deploying the tools of this training to support building pro-social thinking and decisions by offenders. SMOKY HILL staff will coordinate this training with KJCC administration.

d. In conjunction with KJCC staff, ensure vocational training provided by SMOKY HILL is market-relevant and tied to employability, including by:

- i. Conferring with workforce and Commerce staff to determine market-relevance;
- ii. Conferring with Kansas employers to ensure the content of the curriculum is meeting the employers' needs;
- iii. Exposing juvenile offenders enrolled in vocational training to Kansas employers to increase opportunities for employability;
- iv. Including in the vocational training classes information about employability, and using cognitive interventions to increase motivation, providing pro-social modeling and coaching;
- v. Communicating with employers and workforce centers about the skills learned by juvenile offenders in the vocational training classes, in general, and in specific cases, to help the juvenile offender's chances of employment;
- vi. Using available and relevant skills/interests assessments and information from those assessments to make placements in the classes;

- vii. Conferring with facility staff to address motivation and performance issues, to enhance performance, learning, progress and use of the information learned for success.
- e. Participate in data collection and evaluation with the KJCC as necessary to evaluate the processes and impact of the services provided through this Agreement.
- f. Maintain adequate staffing levels to deliver the services under this Agreement, and provide all necessary administrative, instructional and support staff for the effective delivery of services under this agreement.
 - i. Require all staff to have current required licensing to perform tests, assessments, training, teaching or delivery of other services under this Agreement.
 - ii. Require all staff to have the necessary education, experience and credentials necessary for delivery of services under this Agreement.
 - iii. Require all staff to pass a background check including criminal history, clearance of Department of Children and Families child abuse registry, and be granted clearance by the KJCC Superintendent before entering the correctional facility.
 - iv. Require all staff to complete facility training and orientation, including basic training as a new employee and annual training on an ongoing basis, as directed by the facility.
 - v. Require all staff to comply with all rules, regulations and policies of the Kansas Department of Corrections (KDOC) and the KJCC, and

to acknowledge this requirement in writing as part of training and orientation, including the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, and the Kansas Criminal Justice Information System (KCJIS) Security Awareness Statement as outlined in Attachment D.

- vi. SMOKY HILL agrees that its personnel will assist KJCC by reporting violations of disciplinary rules to KJCC, writing disciplinary reports regarding such violations as appropriate, and testifying in judicial or administrative hearings, as requested by KJCC, regarding such violations.
- vii. Engage parents/caregivers/guardians of juvenile offenders through parent-teacher conferences.
- g. Work with facility staff to establish a referral process for juvenile offenders receiving services under this Agreement.
- h. Submit monthly reports to the KJCC Deputy Superintendent (Megan.Milner@doc.ks.gov) and KDOC Contract Monitor (Kelly.Potter@doc.ks.gov). Reports will be submitted to the above listed electronic mail account, written in a format to be determined and provided by

KDOC and will include, but is not limited to, progress on items listed in Attachment B.

- i. Submit cumulative reports at the end of each nine-week school period. Reports will be written in a format to be determined and provided by KJCC and will include, but is not limited to, progress on items listed in Attachment B. Reports shall be submitted to the Deputy Secretary of Juvenile Services (Terri.Williams@doc.ks.gov), KJCC Superintendent (Kyle.Rohr@doc.ks.gov), KJCC Deputy Superintendent (Megan.Milner@doc.ks.gov) and KDOC Contract Monitor (Kelly.Potter@doc.ks.gov) via the above electronic mail accounts.
- j. Submit an annual report, which shall include, but is not limited to, staffing, progress, system issues, and attainment of objectives listed in Attachment B. Annual reports shall be submitted to the Deputy Secretary of Juvenile Services (Terri.Williams@doc.ks.gov), KJCC Superintendent (Kyle.Rohr@doc.ks.gov), KJCC Deputy Superintendent (Megan.Milner@doc.ks.gov) and KDOC Contract Monitor (Kelly.Potter@doc.ks.gov) Reports will be submitted to the above listed electronic mail accounts.
- k. Establish, operate, and maintain a separate and independent comprehensive special education services program for all juvenile offenders assigned to the KJCC who are in need of special education services. The special education program shall identify juvenile offenders with special learning needs and provide appropriate special education services to assist these juvenile

offenders in meeting the completion requirements of the education and vocational programs provided by the KJCC. Maintain compliance with all relevant state and federal laws, regulations or standards which mandate the availability or govern the delivery of services to juvenile offenders with special education needs, including screening, evaluation, assessment of learning needs, individual programming with appropriate design and delivery, for juvenile offenders who are developmentally or learning disabled, hearing impaired, language impaired, speech impaired, physically or other health impaired, hearing or visually impaired. SMOKY HILL shall use a variety of delivery models approved by the Kansas State Board of Education, including but not limited to pull out, resource room, consulting teacher, itinerant teacher models, or any combination, to ensure separate and independent special education services are available as appropriate. SMOKY HILL shall adhere to class size and caseload specifications for program areas for special education as defined by the Kansas State Board of Education. SMOKY HILL shall remain current from literature, research, conferences, and other sources, on effective special education strategies, and policies, rules, regulations and laws regarding special education, and use the most effective and current strategies known to provide special education services and comply with all applicable laws, rules and regulations in the delivery of such services.

1. Provide educational services to students with severe mental health needs. This class shall operate separate from the regular education setting and shall

incorporate behavior management strategies and educational techniques that align with best practices for the mental health population.

- m. Provide educational services to students placed in segregation to ensure continuity of services.
- n. Process, administer, update, sustain and maintain application for Title I compensatory education services funds, which represent federal funds available through the Kansas Department of Education, and account to KJCC with respect to acquisition and expenditure of all such funds for FY 2015-FY 2016 and said funds shall be accounted for in same manner as the amount KJCC agrees to pay under this Agreement at paragraph 1 above.
- o. Process, administer, update, sustain, and maintain compliance with Title IX, which seeks to ensure equality in all educational service components for females, including vocational opportunities.
- p. Process, administer, update, sustain, and maintain compliance with Senate Bill 155 funds, which provide reimbursement to school districts for students who receive an industry-recognized credential in key occupations prior to graduating high school; SMOKY HILL shall document and record intended and actual uses of the reimbursed funds and submit such information to the KJCC in the quarterly report outlined in Section 3(i) of this Agreement. SMOKY HILL will ensure Senate Bill 155 funds are maintained apart from other school funds in a separate account. Any unobligated Senate Bill 155 funds will be expended at the discretion and with the approval of the KJCC Superintendent and/or designee.

- q. Provide GED testing at KJCC consistent with all federal and state laws, rules, regulations and procedures.
- r. Use technology to maximize and enhance the delivery of services under this Agreement.
- s. Provide services throughout the twenty-four (24) months of this Agreement, with educational and vocational, including GED, staff present on site for 225 days. SMOKY HILL shall have discretion to structure the schedules of staff, dividing time between classroom work and in-service/administrative work as deemed necessary, provided it does not prohibit meeting the targets in terms of number enrolled as reflected in Attachment B.
- t. Maintain daily attendance records for all classes offered as part of the delivery of services under this Agreement.
- u. Meet all requirements as established by the Kansas State Department of Education for accreditation. Obtain and maintain accreditation for delivery of services under this Agreement and conduct evaluation of educational programs as is required by law or industry standard, at SMOKY HILL's expense, as required for such accreditation.
- v. Allow on site reviews of the delivery of services at KJCC, at any time facility or Central Office staff desire.
- w. Maintain all curricula used in the delivery of services under this Agreement, available for inspection upon request; update such curricula as necessary to ensure information and material is current and relevant.

x. Maintain an adequate inventory of instructional material, supplies and equipment for the delivery of services under this Agreement.

i. All equipment, material and supplies shall remain the property of KJCC if purchased for the delivery of services under this Agreement, and shall remain at the site of the services should this contract be terminated by either party.

ii. KJCC shall maintain an inventory of all equipment purchased or provided for delivery of services under this Agreement. SMOKY HILL shall provide notice to the KJCC Business Office when equipment is purchased.

iii. Any property of SMOKY HILL which is located at the correctional facilities and used for delivery of services under this Agreement shall be given reasonable care and attention to provide for its safety from loss or damage when SMOKY HILL staff are absent from the premises. KJCC shall not be held liable for any loss of or damage to such property. If SMOKY HILL discovers the loss or disappearance of any such property, SMOKY HILL shall promptly notify KJCC, and KJCC shall take reasonable steps to locate and return the property to SMOKY HILL, if possible, thereby avoiding further damage or loss. All property purchased and used by SMOKY HILL shall remain the property of KJCC if this contract is terminated.

iv. Maintain on file all records pertaining to the educational services for a period of five (5) years after the submission of the final claim for

reimbursement for the fiscal year. In the instance where audit findings have not been resolved, the records shall be retained beyond the five (5) year period for as long as required for the resolution of the issues raised by the audit, except if Federal or State law or other regulation require records to be maintained on file beyond five (5) years.

- y. The final authority regarding management of the facility and the juvenile offenders resides with the Superintendent of KJCC and/or the Deputy Secretary of Juvenile Services.
4. KJCC agrees to support SMOKY HILL's work in delivering the services under this Agreement by:
- a. Running monthly and annual reports of juvenile offenders enrolled and completing the services under this Agreement, reflecting whether the completion was successful or unsuccessful, and making this information available to SMOKY HILL;
 - b. Facility staff at each site where services are delivered, working with SMOKY HILL staff to establish a referral process for juvenile offenders to be enrolled in the services under this Agreement;
 - c. Reviewing policies, practices and procedures to ensure barriers to effective delivery of services under this Agreement are addressed;
 - d. Collaborating with the Kansas Department of Labor to collect employment and wage data on juvenile offenders who have completed SMOKY HILL services, to determine impact of educational and job readiness services on

employment and wages; and to review recidivism data on these same offenders to determine if these services, employment and wages, in total, impact recidivism.

- e. Providing adequate space for the services to be delivered.
- f. Working with SMOKY HILL to address Internet access and other technology issues to enhance delivery of services under this Agreement.
- g. Providing SMOKY HILL access to electronic records and hard copy files, records, data and information about juvenile offenders served, as necessary for SMOKY HILL staff to effectively deliver services under this Agreement.
 - i. SMOKY HILL staff shall be bound by all rules of confidentiality that apply to KJCC regarding all such information.
 - ii. Information received regarding juvenile offenders shall be used strictly and only for the purpose of delivery of services under this Agreement.
 - iii. SMOKY HILL staff shall acknowledge all rules of confidentiality that apply in writing prior to being given access to such information.
- h. Collaborating with SMOKY HILL directly or through its partners in the development of curricula or other components of the services to be delivered under this Agreement.
- i. Provide the level of security as determined by the Superintendent of KJCC to be appropriate for programs areas where the services delivered under this Agreement are provided.

5. SMOKY HILL agrees that during the course of this agreement it will at all times maintain professional liability insurance in keeping with industry standards for assessment and care coordination providers in Kansas, and will provide a certificate of insurance upon execution of this agreement.
6. SMOKY HILL shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, corporate office space, office equipment, supervision, travel, training, professional licensing, mileage, per diem, cell phone/service, or any other costs incurred in delivering the services herein, from within the \$1,589,162 (FY15) and \$1,622,490 (FY16) from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KJCC by the Kansas Department of Education. The KJCC shall not be responsible for any other payment for the services beyond the \$1,589,162 (FY15) or \$1,622,490 (FY16) from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KJCC by the Kansas Department of Education indicated in this agreement.
7. KJCC retains the right to refuse entry into the facility any contract employee found to be in violation of facility or agency policies or procedures.
8. The contact persons for informal resolution of questions about this agreement are:
 - a. SMOKY HILL:
Principal
Lawrence-Gardner High School
1430 NW 25th Street
Topeka, Kansas 66608
 - b. KJCC:
Megan Milner, Deputy Superintendent

Kansas Juvenile Correctional Complex
1430 NW 25th Street
Topeka, Kansas 66608

9. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. SMOKY HILL:

Larry Patrick
Executive Director, Smoky Hill ESC
605 E. Crawford
Salina, KS 67401

b. KJCC:

Deputy Secretary of Juvenile Services
714 SW Jackson St. Suite 300
Topeka, Kansas 66603

With a copy to:

KDOC Chief Legal Counsel
714 SW Jackson St. Suite 300
Topeka, Kansas 66603

And:

KJCC Superintendent
1430 NW 25th Street
Topeka, KS 66608

10. The term of this agreement shall commence on July 1, 2014 and terminate on June 30, 2016. This agreement may be terminated by either party upon a minimum of one hundred twenty (120) days written notice of such termination provided to the other party. Notice by e-mail shall suffice as written notification. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. SMOKY HILL shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by

written addendum for 3 succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties.

11. This agreement may only be amended by written amendment executed by the Kansas Department of Corrections and SMOKY HILL.
12. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement. The parties do not intend that any person other than the State of Kansas be or become a third party beneficiary to this contract.
12. KJCC neither assumes nor accepts any liability for the acts or failure to act, professionally or otherwise, of SMOKY HILL or its agents or employees. SMOKY HILL shall indemnify, keep, save, and hold harmless KJCC and the State of Kansas from any and all claims, demands, causes of action, damages, or liability arising from or out of any allegation of any kind or character arising out of a claim of intentional acts, actual negligence, or malpractice on the part of SMOKY HILL or its agents, employees or representatives. This indemnification shall include but is not limited to costs, expenses, attorney fees, damages, awards or other expenditures necessitated by any such claim or litigation.
13. At all times during its performance hereunder, SMOKY HILL shall be an independent contractor and shall not become or be deemed an agent, servant, or employee of the State of Kansas. SMOKY HILL acknowledges that any individuals supplied hereunder to provide the services required of it shall be employees of SMOKY HILL. SMOKY HILL shall be responsible for all FICA,

federal and state withholding taxes, workers' compensation coverage, and any and all other employment benefits due its employees.

14. SMOKY HILL agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances; and all provisions required thereby to be include herein, are hereby incorporated by reference. SMOKY HILL agrees to indemnify and hold KJCC harmless from any loss, damage, or liability resulting from the violation on the part of SMOKY HILL of any such laws, rules, regulations or ordinances.
15. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
16. The KDOC Contract Compliance Monitor(s) or designees of the Secretary of Corrections shall have access to records as required pursuant to K.S.A. 75-7024(a)(4)(A) and (B). KDOC may conduct financial compliance audits related to this contract. SMOKY HILL agrees to cooperate fully with said audits.
17. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations. In performing the terms and condition of this Agreement, each party agrees to cooperate with the other to the fullest extent.
18. The provisions found in the Contractual Provisions Attachment (Form DA-146a), Attachment C, are hereby incorporated in this agreement and made part hereof.

Should any of the provisions of this agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.

19. SMOKY HILL covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SMOKY HILL further covenants that in the performance of this contract no person having such interest shall be employed or provided hereunder. SMOKY HILL, its agents and employees agree to comply with K.S.A. 46-214a *et seq.* and amendments thereto, which govern conflicts of interest of persons who do business with the State of Kansas, and SMOKY HILL represents that the provisions of those statutes have not and will not be violated by this contract or SMOKY HILL's performance hereunder.
20. This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this paragraph is void and of no effect.
21. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. Should any dispute arise with respect to this Agreement, SMOKY HILL and KJCC agree to act immediately to resolve the dispute. SMOKY HILL agrees that

the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement of all non-disputed work; any additional costs incurred by SMOKY HILL or KJCC as a result of such failure to proceed shall be borne by SMOKY HILL and SMOKY HILL shall make no claim against KJCC for such costs. SMOKY HILL agrees it shall pursue all disputes through administrative avenues of KJCC before taking any action outside of KJCC with respect to the dispute.

23. In the event of any breach of this Agreement, or any provision thereof, the failure of either party to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein shall be cumulative and additional to any other remedies at law.
24. In the event that the educational services or other services enumerated in this Agreement are transitioned to a contractor other than SMOKY HILL, SMOKY HILL agrees to fully cooperate with the transition of duties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

Kansas Department of Corrections
By: Ray Roberts
Raymond Roberts, Secretary
Date: 2-13-14

SMOKY HILL
By: Larry Patrick
Larry Patrick, Executive Director
Smoky Hill ESC
Date: 2-25-2014

Kansas Juvenile Correctional Facility
By: Kyle B. Rohr
Kyle B. Rohr, Superintendent
Date: 2/13/14

Kansas Department of Administration
By: Tracy Diel
Tracy Diel, Director of Procurement and
Contracts
Date: 2-25-14

Attachment A

1. SMOKY HILL shall submit by the 10th day of each month a statement of salaries, benefits, and other operating expenditures incurred during the prior month to be reimbursed under the terms of this Agreement. The statement shall include an itemized request for reimbursement of all costs incurred under this agreement. The statement shall clearly identify any expense to be reimbursed by federal funds. Advanced billing of 1/12 the contract amount excluding federal grants shall be made on first day of the contract.
2. The purpose of the administrative fee is to reimburse SMOKY HILL for costs associated with supporting SMOKY HILL School, to include payroll, human resources, accounting, and other such administrative costs incurred by SMOKY HILL on behalf of SMOKY HILL School.
3. Except for the first monthly payment, all monthly statements shall reflect the actual amount paid for the costs during the relevant time period. Any debits or credits from the prior month shall be applied to the current monthly payment.
4. SMOKY HILL shall provide receipts or invoices and any other supporting documentation for reimbursement of any equipment purchased under this agreement. For the purposes of this agreement, equipment is defined as any item with a useful life of over one year that is maintained on KJCC'S inventory.
5. Travel is to be reimbursed according to SMOKY HILL'S travel policy. SMOKY HILL shall provide to the KJCC business manager a copy of the policy.
6. KJCC shall make payment to SMOKY HILL only after the receipt of the monthly statement and any requested receipts and other supporting documentation.
7. Within five (5) working after the receipt of the monthly statement, KJCC shall submit a payment voucher to the Division of Accounts and Reports.
8. The statement shall be made payable on or before the 20th day of the month.
9. Provide KJCC Business Office an estimate of end of contract balance by June 25th of each calendar year so funds may be encumbered.

**SMOKY HILL School
(2014-2016 School Years)**

PROGRAM	Target to Enroll Annually Based on Program Length & Schedule	Target % of Successful Completers
RDU Assessments	Educational Assessments are completed on all juvenile offenders admitted, excluding those who already have their GED or H.S. Diploma and those who have been gone from KJCC for less than six (6) months, to be completed within twenty-one (21) days of initial admission, annually, and within twenty-one (21) days of release.	
Age appropriate education for all male juvenile offenders, to include specialized services for the KJCC mental health population.	All juvenile offenders meeting criteria	
High School Diploma/GED Completion	All juvenile offenders at age of completion, excluding those enrolled in GED and those who have already obtained their H.S. Diploma	38%*
Special Education Services	All juvenile offenders meeting criteria	60% of youth in services will meet the objectives outlined in their Individualized Educational Plan (IEP).
Life Skills	50	75%
NCCER Construction	25	75%
Certified Production Technology	20	75%
Electrical Technology	20	75%
Technical Drafting	20	75%
Office Career Technology	20	75%
Kansas WorkReady Certificate	40	75%
OSHA Certificate	50	80%
Senate Bill 155	All juvenile offenders meeting criteria	75%
Reading Proficiency (based on identified proficiency testing)	All juvenile offenders	75% of juvenile offenders will show an increase in reading proficiency
Math (based on identified proficiency testing)	All juvenile offenders	75% of juvenile offenders will show an increase in math proficiency

*Percentage is a 5% increase from Fiscal Year13 completion rate. FY13 percentage calculated based on the total number of youth eligible to receive HS Diploma/GED based upon age (16) and credits awarded.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2014.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1118; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Compliance with Prison Rape Elimination Act (PREA):** The contractor agrees to comply with all applicable provisions of the Prison Rape Elimination Act of 2003 (42 U.S.C. §§ 15601, et seq.), as amended from time to time, and National PREA Standards promulgated by the Attorney General of the United States, under authority of that Act, found at 28 CFR Part 115, as amended from time to time. The contractor further agrees to comply with all applicable administrative policies and procedures of the Kansas Department of Corrections and its facilities, dealing with the subject matter of sexual abuse or sexual harassment of inmates or juvenile residents.

PREA CONTRACT AMENDMENT/ADDENDUM

Contractor shall at all times comply with the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with juvenile residents in delivering services and/or goods pursuant to this agreement.

In particular, Contractor shall:

- (1) pursuant to 28 CFR 115.317, inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct set forth at subsection (a) thereof;
- (2) promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by said Act and National Standards, as required by 28 CFR 115.332 and IMPP 10-103, Sec. II;
- (3) promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.386 in which any of Contractor's employees is involved as the target of the investigation and review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and
- (4) promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits, as set forth at 28 CFR 115.387, 115.388, 115.393.

Contractor further acknowledges that KDOC must bar any contract employee found to have engaged in sexual abuse from its facilities' premises, as well as report any such employee to law enforcement agencies and relevant licensing bodies, and that KDOC otherwise must take appropriate remedial measures in response to any violation of its sexual abuse or sexual harassment policies, as set forth at 28 CFR 115.377. Contractor further acknowledges and agrees that KDOC, in its sole discretion, may bar any contract employee under investigation for alleged sexual abuse or sexual harassment during the investigation.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Larry Patrick Larry Patrick
Printed Name/Signature of Contractor Employee

2-25-2014
Date

Larry Patrick Larry Patrick
Printed Name/Signature of Contractor Representative

2-25-2014
Date

Smoky Hill ESC, Executive Director
Organization and Title of Contractor Representative

Security Awareness Statement

Your association with this criminal justice agency requires you to read, acknowledge and sign this document.

By virtue of a criminal justice agency's mission, information is collected from the Kansas Criminal Justice Information System (KCJIS) on individuals that may include, but is not limited to criminal history record information, notations of arrest, detention, release, or other formal criminal charges; and any disposition arising from them, driving records, addresses, birthdates, social security numbers, personal descriptors and other personal information. Any information, whether on an official agency report, computer screen, printout, etc., sufficient to identify individuals and notations regarding any criminal justice transaction, as well as information regarding the systems used to access KCJIS or KCJIS itself must be protected.

Authorization to access KCJIS is based on your official duties for, or other association with, this criminal justice agency as marked below.

- ☐ You may request information, view, and use or disseminate criminal and/or juvenile history record information and other official documents, such as investigative files, intelligence data, driver's license information, vehicle registrations and other confidential work related documents. The use of this information must be necessary for work assignments to be completed or for proper dissemination. This information cannot be obtained for a personal desire to know. Information may only be disseminated or disclosed when necessary for the administration of criminal justice, and for criminal justice agency employment in accordance with FBI and KCJIS Policy and Procedures and Title 28, Part 20, Code of Federal Regulations.

You must read and be familiar with the following sections of the KCJIS Policy and Procedure Manual:

- Authentication to KCJIS
- Protection and Dissemination of KCJIS-sensitive Information
- Policy Violations and Incidents

Security Incidents and Policy Violations affecting KCJIS must be reported as discussed in the KCJIS Policy and Procedure Manual.

- ☐ Even though you will not personally use a computer system to initiate requests for information from criminal justice databases, in your role with this agency you may use computer equipment with the capability to access KCJIS, work with KCJIS-sensitive information, or be inadvertently exposed to it.

KCJIS-sensitive information may only be disseminated or disclosed when necessary for the administration of criminal justice, and for criminal justice agency employment in accordance with FBI and KCJIS Policy and Procedures and Title 28, Part 20, Code of Federal Regulations.

You must read and be familiar with the following sections of the KCJIS Policy and Procedure Manual:

- Protection and Dissemination of KCJIS-sensitive Information
- Policy Violations and Incidents

Security Incidents and Policy Violations affecting KCJIS must be reported as discussed in the KCJIS Policy and Procedure Manual.

- ☐ Your association with this agency does not constitute a "right to know" for any law enforcement sensitive information. Furthermore, it does not involve access to systems that may be used to access KCJIS, or to KCJIS-sensitive information in any format such as printed or on digital media. However, you may be exposed to such information through your involvement with this agency.

You are not allowed to disseminate or disclose any information you view or otherwise obtain through your agency association to any persons or organizations outside of this agency.

All personnel granted unescorted access to facilities where KCJIS-sensitive information is used must be aware of some basic security principals as follows.

Security Awareness Statement

Only authorized personnel are allowed to have unescorted access to some areas of the facilities or to have access into any data processing systems that may process, store, or transmit KCJIS-sensitive information.

- Be familiar with restricted access areas, how authorized personnel are identified, and proper procedure to safely challenge unknown unescorted persons.

Not all security threats involve technology. Some examples and prevention steps are listed below.

- Social Engineering occurs when individuals present themselves as someone they are not (such as a repairman, delivery person, or other service personnel). They will then engage you in conversation in hopes of collecting confidential information regarding individuals, events, or details of technologies in use, etc.

To prevent Social Engineering, never discuss agency specific information with anyone other than authorized agency personnel.

- To prevent unauthorized access, misuse or pre-mature destruction of media (printed documents, hard drives, magnetic tapes, etc.) all media must be stored in a secure manner when not in use. Also be aware of environmental hazards such as storing media near heat sources or liquids.
- To prevent unauthorized access to confidential information once the agency has no further use of it. The media containing that information must be disposed of or sanitized according to KCJIS Policies and Procedures.

If you notice media that appears to be out of place you should alert your agency supervisor or other responsible agency personnel immediately.

Report any situation you suspect may be a security risk to your agency supervisor or other responsible agency personnel immediately.

Misuse of KCJIS information may result in disciplinary action, including immediate dismissal, or may even subject you to civil and criminal penalties including a fine up to \$11,000.

Your signature below certifies that you:

- Have read this document,
- Have read any parts **relevant to your association** with this agency of the following:
 - 1) The agency's Standards Operating Procedures manual,
 - 2) The KCJIS Policy and Procedure Manual,
- Agree to abide with the provisions of this document and other relevant documents,
- Understand the consequences of violating agency or KCJIS policies.

Larry Patrick 2-25-2014
Associate Signature Date

Larry Patrick
Printed Name

Signature for the Agency Date

Agency ORI/Name

☐ Check box when appropriate Personnel screening checks are complete. _____ / _____
Date Initials